

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Gary P. Shimun, Town Administrator

**PREPARED BY:** Russell C. Muniz, MBA, CMC, Town Clerk

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND GRANDe CONSULTING, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2007/2008, AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie originally entered into an Agreement with Grande Consulting, Inc. to represent the Town of Davie for legislative and governmental consulting services dated November 17, 2005. Said prior Agreement has been renewed and has since expired and it is the desire of the Town Council and of Grande Consulting, Inc. to enter into a new Agreement for providing such services for an additional twelve (12) month period retroactively commencing October 1, 2007.

**PREVIOUS ACTIONS:** R-2005-286 & R-2006-277

**CONCURRENCES:** N/A

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$38,000/year

Account Name: \$20,000 had been budgeted in account number 001-0103-512.03-06 "Contractual Services."

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND GRANDE CONSULTING, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2007/2008, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the Town of Davie to obtain a lobbying consultant to represent the Town at the local county/municipal and State legislative levels regarding annexation issues and any/all other issues as requested; and

WHEREAS, the attached agreement (attached hereto as Exhibit A) provides for consultant services; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Contractual Services Account.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Mayor is authorized to execute this agreement.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

## **AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the **TOWN OF DAVIE, a Municipal Corporation of the State of Florida**, hereinafter referred to as "TOWN", and **GRANDe CONSULTING, INC.**, collectively, hereinafter referred to as "CONSULTANT".

In consideration of the mutual covenants and promises which the parties set forth below, TOWN and CONSULTANT agree as follows:

### **1. EMPLOYMENT OF CONSULTANT.**

TOWN hereby employs CONSULTANT for the purpose of providing lobbying services as may be directed by the TOWN through the office of the Town Administrator. The scope of such services shall include representing the TOWN at local county/municipal and state legislative levels beginning October 1, 2007, regarding the issue of annexations, and any/all other issues as requested by the TOWN. As to the issue of annexation, the consultant services will include tracking all Ad Hoc Committee on Annexation Meetings and all Broward Legislative Delegation Meetings/Activities; assisting/coordinating the public education annexation initiative campaign advocating annexation of proposed areas into the Town of Davie; coordinating meetings and lobbying State legislators/local elected appointed County, Municipal officials/related staff/community leaders in the proposed annexation areas to advocate the Town of Davie's position at the State Legislative and local Municipal/County levels.

CONSULTANT agrees that all reports and communications from CONSULTANT will be directed to the Town Administrator and Town Council. CONSULTANT shall submit periodic written reports to the Town Administrator and Town Council detailing plans, efforts and accomplishments on behalf of the TOWN. The report shall document all meetings and all relevant verbal and written communications carried out pursuant to this Agreement, if applicable. CONSULTANT agrees to appear periodically at Town Council meetings to formally report on CONSULTANT's activities.

### **2. COMPENSATION**

TOWN agrees to pay CONSULTANT for such services up to a total of \$38,000.00 through September 30, 2008, for the twelve month period of this contract to be paid in equal payments of \$3,166.67 per month upon submission of an itemized statement each month describing the activities of the CONSULTANT on behalf of the TOWN.

No additional compensation for expenses is authorized by the terms of this Agreement. CONSULTANT shall provide services to the TOWN on a month-to-month basis approved each month in advance by the Town Administrator.

Invoices must be submitted within 60 (sixty) days from the end of the billed month. The invoice for the final month must be submitted prior to October 31, 2008.

### **3. ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Administrator.

### **4. CONSULTANT WITHOUT AUTHORITY TO BIND TOWN**

TOWN and CONSULTANT agree that notwithstanding any other terms or provisions of this Agreement, CONSULTANT is without authority to bind the TOWN to any obligations, pledge, agreement or covenant. All final action of the TOWN required as a result of CONSULTANT's services, shall be approved by either the Town Administrator or the Town Council as appropriate by law.

### **5. TERMINATION**

This Agreement may be terminated by the TOWN for any reason and with or without cause upon thirty (30) days written notice by the TOWN to the CONSULTANT of such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date. All finished or unfinished documents, studies, memoranda, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT and TOWN.

### **6. NOTICES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested. The parties designate the following as the respective places for giving notice, to wit:

**TOWN OF DAVIE**

Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

**CONSULTANT**

Vincent Grande  
GRANDe Consulting, Inc.  
P.O. Box 246076  
Pembroke Pines, Florida 33024

### **8. MODIFICATION**

Any provision, covenant or condition of this Agreement may not be modified or waived unless in writing and duly executed by both parties to this Agreement.

**9. EFFECTIVE DATE**

This Agreement shall be effective October 1, 2007 and shall terminate as specified in Article 2, unless earlier terminated by the TOWN pursuant to Article 5 of this Agreement.

**10. SEVERABILITY**

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

**11. COMPLETE AGREEMENT AND WRITTEN DOCUMENT**

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either TOWN or CONSULTANT other than contained herein.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed.

**TOWN OF DAVIE**

BY: \_\_\_\_\_  
TOM TRUEX, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
RUSSELL MUNIZ, Town Clerk

Approved as to form:

BY: \_\_\_\_\_  
JOHN RAYSON, Town Attorney

This \_\_\_\_ day of \_\_\_\_\_, 2007.

**GRANDe CONSULTING, INC.**

BY: \_\_\_\_\_  
VINCENT GRANDe

This \_\_\_\_ day of \_\_\_\_\_, 2007.



# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Gary P. Shimun, Town Administrator  
**PREPARED BY:** Russell C. Muniz, MBA, CMC, Town Clerk  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2007/2008, AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie previously entered into an Agreement with David K. Sigerson, Jr. of Ericks Consultants, Inc. to represent the Town of Davie for legislative and governmental consulting services on December 21, 2005. Said prior Agreement was renewed and has since expired and it is the desire of the Town Council and of David K. Sigerson, Jr. of Ericks Consultants, Inc. to enter into a new Agreement for providing such services for an additional twelve (12) month period retroactively commencing October 1, 2007.

**PREVIOUS ACTIONS:** Council approved the following resolutions: R-2005-304, and R- 2006-286.

**CONCURRENCES:** N/A

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$38,000.

Account Name: \$20,000 had been budgeted in account number 001-0103-512.03-06 "Contractual Services."



If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution.

**Attachment(s):** Resolution, and Agreement.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2007/2008, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the Town of Davie to obtain a Legislative and Governmental consultant to represent the Town of Davie during the State Legislative Session and matters to be heard by the Broward Legislative Delegation including several projects and areas of interest to the Town that the firm of Ericks Consultants, Inc. can assist and monitor legislation that could effect the Town; and

WHEREAS, the attached Agreement (attached hereto as Exhibit A) provides for consultant services during the Fiscal Year 2007/2008; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and David K. Sigerson, Jr. of Ericks Consultants, Inc. as attached in an amount not to exceed \$38,000.00.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
ER  
Attest:

\_\_\_\_\_  
MAYOR/COUNCILMEMB

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

## **CONTRACT AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_ day of October 2007 by and between DAVID K. SIGERSON, JR., Esq. and ERICKS CONSULTANTS, INC., a joint venture (hereinafter "CONSULTANTS") and the TOWN OF DAVIE (hereinafter "the TOWN").

1. IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

2. CONSULTANTS shall provide the TOWN with lobbying, consulting and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and each body's respective committees and subcommittees with respect to legislation involving community redevelopment agencies, emergency preparedness, workforce and affordable housing, growth management and transportation policy reform, water and wastewater policy and regulation, economic development, municipal code enforcement, property and casualty insurance rate reform, utilities and communications (authority, fees and rights of way), local bills and issues relating to any proposal to annex Broadview Park, state appropriations and project approval process and grants, state agency representation as specifically assigned, and other matters as assigned by the Town Administrator or Town Council. In addition, CONSULTANTS shall assist the Mayor, Council and Town Administrator with and in setting up appropriate meetings and appointments with state and local decision makers in the furtherance of the TOWN'S Local and State Legislative Agenda.

3. CONSULTANTS shall provide periodic reports to the Town Administrator, Mayor and Council as to the status and progress of the various issues and projects as assigned. In addition, CONSULTANTS shall be available to meet with the Mayor, Council and Town Administrator either as a group or individually to discuss issues, projects and legislative goals of the TOWN.

4. CONSULTANTS shall provide the TOWN with such services for one year beginning October 1, 2007 and continuing for 12 months thereafter and including the 2008 Regular Legislative Session and any Special Legislative Sessions held during that Legislative Session cycle – up to the end of the 12-month period of the contract.

5. The TOWN shall pay CONSULTANTS for such services a total of \$38,000 for the 12-month period of the contract to be paid in equal payments of \$3,166.66 per month upon submission of a statement each month generally describing the activities of the CONSULTANTS on behalf of the TOWN. In order to be paid, monthly statements must be submitted no later than 60 days after the end of each month.

6. Extraordinary expenses incurred by CONSULTANTS must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of Town business.

7. INDEPENDENT CONTRACTOR: CONSULTANTS are at all times and shall remain Independent Contractors, solely responsible for the manner and method of completing its work under this Agreement.

8. LAWS AND REGULATIONS: CONSULTANTS shall comply with all laws relating to their work under this Agreement.

9. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANTS without the prior approval of the TOWN.

10. All documents, correspondence, and communication between the TOWN and the CONSULTANTS shall be deemed confidential, except to the extent covered by the Florida Public Records Law.

11. Each CONSULTANT must disclose to the TOWN any and all representations of other clients, whether directly or indirectly, which will be adverse to the interests of the TOWN. If such representation is considered adverse, whether directly or indirectly, by the Town Council, the Town Administrator or the Town Attorney, then the CONSULTANT with such conflict will abstain from representing such other entity or client unless he receives authorization from the TOWN.

12. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes shall be brought in the appropriate court in Broward County, Florida.

13. This agreement may be continued or renewed by the Town Administrator to complete projects assigned by the Town Administrator or the Town Council.

14. This agreement may be terminated by either party upon 90 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

**David K. Sigerson, Jr., Esq.**

**Town of Davie**

**BY:** \_\_\_\_\_  
David K. Sigerson, Jr., Esq.  
for David K. Sigerson, Jr.  
and David L. Ericks,  
of Ericks Consultants, Inc  
2410 Van Buren Street  
Hollywood, Florida 33020

**BY:** \_\_\_\_\_  
Tom Truex  
Mayor  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314